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3-5-1979

First National Supermarkets, Inc. and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 371 (1979)

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First National Supermarkets, Inc. and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 371 (1979)

Location

CT; MA

Effective Date

3-5-1979

Expiration Date

3-7-1982

Number of Workers

2718

Employer

First National Supermarkets, Inc.

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

371

NAICS

44

Sector

P

Item ID

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AGREEMENT
BETWEEN
FIRST NATIONAL
SUPERMARKETS, INC.
AND
LOCAL 371



UNITED FOOD
AND COMMERCIAL WORKERS
UNION — A.F.L. - C.I.O.

Effective — March 5th, 1979

Expiration — March 7th, 1982

X 3/82

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AGREEMENT

Entered into as of this 5th day of March, 1979, by and between First National Supermarkets, Inc., hereinafter referred to as the "Company" and Local Union 371 chartered by the Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the AFL-CIO, hereinafter referred to as the "Union", for and on behalf of its members now employed and those who hereinafter may be employed by the Company.

This Agreement shall be binding upon the Company herein and its successors and assigns and no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, or any other disposition of the Company herein, or by any change to any other form of business organization, or by any change, geographical or otherwise, in the location of the Company herein. The Company agrees that it will not conclude any of the above described transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof, regardless of any change of any kind in management, location, form of business organization, or ownership.

ARTICLE 1 - RECOGNITION

It is agreed that the Local Union is respectively the duly authorized representative of all the store employees of the Company, as defined herein in Appendix A below.

The Company recognizes and acknowledges the Union as the sole collective bargaining agency and representative of all store employees in the above designated areas for wages, hours, and other conditions of employment, excluding store managers, assistant store managers, stocktakers, janitors, parking lot attendants, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. Persons included in the bargaining unit as herein defined are hereinafter referred to as Employees.

ARTICLE 2 - MANAGEMENT

All matters having to do with the management of the business of the Company, and all policies, authority, and responsibility for the conduct of the same, the management of the working forces, the right to hire, promote, and for proper cause to transfer, suspend, or discharge, are the proper prerogatives of the Company, provided, however, that such actions are taken in accordance with the terms and provisions of the Agreement.

The Company agrees to supply its supervision with copies of this Agreement and assumes full responsibility for their observance of its terms.

E9-10
01

ARTICLE 3 - UNION SHOP

The Company may secure new employees from any source. When new employees are to be hired in the Company's stores, the Union shall have equal opportunity with all other sources to refer and recommend applicants for employment. Persons referred by the Union shall be given equal opportunity for employment with all other applicants.

(a) All present employees who are members of the Union on the execution date of this Agreement shall remain members of the Union in good standing as a condition of employment.

(b) All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first day following the beginning of their employment, or on and after the thirty-first day following the execution of this Agreement, whichever is the later.

The Union agrees that it will admit to and retain in membership all employees without discrimination as long as such employees tender the initiation fee, periodic dues, and assessments uniformly required for membership by the Constitution of the International Union and the By-Laws of the Local Union.

In the event that any employee fails to comply with Items a & b provided for in this Article, or fails to tender the initiation fee and periodic dues uniformly required as a condition for membership, the Union may notify the Company in writing, requesting the dismissal of such employee. The said employee shall be discharged by the Company within seven (7) days of receipt of said notice, provided that such discharge shall be permitted by law.

ARTICLE 4 - CHECK-OFF

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The Company agrees to deduct Union dues (weekly), including arrears, from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deduction. It is further agreed that such deduction shall include the deduction of initiation fees.

Current weekly dues remittance will be remitted with the check-off list to the Local Union.

Dues in arrears will be deducted following the receipt by the Company of a list of arrearages from the respective Union Local.

The Company shall send to the Local a copy of the employee's authorization card within fourteen (14) days of the date of hire or rehire.

Upon receipt of an authorization card, the Company agrees to deduct and remit Credit Union deductions to the Local 371 Credit Union.

E67/5

ARTICLE 5 - NO STRIKES, NO LOCKOUTS, PICKET LINE

It is mutually agreed by the parties to this Agreement that there shall be no strike or stoppage of work by the Union, nor shall there be any lockout by the Company during the life of this Agreement, and that any difference or misunderstanding which may arise between the contracting parties, shall be amicably adjusted by and between the parties themselves, and if the parties themselves cannot amicably adjust the difference, then the matter shall be referred to Arbitration, as provided for in this Agreement.

In the event of a threat of, preparation for, or the actuality of any unauthorized work stoppage, walk-out, or strike, the Union and all of its officials will take every reasonable action to prevent and to stop such proceedings by any of its members.

The Company agrees that it will not hold the Union or its International or Local officers or officials liable or responsible for any unlawful or illegal acts of its individual members in causing or participating in unauthorized strikes, slowdowns, walk-outs, or stoppages of work provided that:

- (a) The Union and such officers or officials take every reasonable, prompt and positive measure, within their power, to prevent and stop such unauthorized strike, slowdown, walkout or stoppage of work.
- (b) The Union shall promptly declare publicly in the community or communities that the strike or stoppage is unauthorized and that the employees have been directed to terminate the strike and stoppage.
- (c) The Union and such officers or officials shall furnish to the Company, as soon as may be satisfactory, evidence that the foregoing requirements have been complied with.

It is further mutually agreed that the Company shall have the unqualified right to take any action it deems advisable, including discipline and discharge, against any employee engaging in, participating in, encouraging, aiding, or abetting any such unauthorized strike, slowdown, walkout, or stoppage of work. However, an issue of fact as to whether or not any particular employee engaged in, participated in, or encouraged any strike or work stoppage may be subject to the grievance procedure established in this Agreement.

It is understood and agreed that, in the event of a strike by a Union having contractual relations with the Company, other than the Union or its locals which are parties hereto, which strike is legal and is sanctioned by the International body of such Union, the employees covered by the Agreement shall not be required to cross a picket line. However, the Union will give at least two (2) days (48 hours) notice, but in no event shall the removal of perishables be interfered with.

ARTICLE 6 - VACATIONS

- (A) a. The regular vacation season for full time employees who are eligible shall be from January 1 to December 31 in any one year.
- b. The regular vacation schedule shall be posted by April 15. The vacation schedule for the 3rd, 4th, and 5th weeks of vacation shall be posted by December 15th.
- c. Selection of vacation periods shall be in the following order:

- | <u>Grocery Department</u> | <u>Meat Department</u> | <u>Produce Department</u> |
|--|--|--|
| 1. Full Time Employees
By Seniority | 1. Manager | 1. Department Head |
| 2. Part Time Employees
By Seniority | 2. Full Time Employees
By Seniority | 2. Full Time Employees
By Seniority |
| | 3. Part Time Employees
By Seniority | 3. Part Time Employees
By Seniority |
- d. The vacation period shall be a consecutive period unless otherwise requested by the employee. No more than two (2) consecutive weeks may be taken at any one time.
- e. If a holiday observed by the Company falls within a full time employee's vacation period, the employee shall be entitled to an additional day of vacation, which shall be added directly before or directly after the employee's vacation period.
- f. When a holiday observed by the Company falls within a part time employee's paid vacation period, the employee shall be entitled to an additional four (4) hours' pay for the holiday.

(B) Eligibility Covering Full Time Employees

The following eligibility shall apply to full time employees who have completed the service indicated as of their anniversary date:

1 year (as of anniversary date)	-	1 week
2 years (" " " ")	-	2 weeks
5 years (" " " ")	-	3 weeks
13 years (" " " ")	-	4 weeks
20 years (" " " ")	-	5 weeks

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Once an employee has completed his eligibility based on anniversary date for either 1 week, 2 weeks, 3 weeks, 4 weeks, or 5 weeks, he shall subsequently be eligible for future vacations as of January 1.

(C) Eligibility Covering Part Time Employees

The eligibility date for part time employees shall be January 1.

The following eligibility shall apply to part time employees who have completed the service indicated as of their anniversary date on the basis below:

1 year	(as of anniversary date between 1/1 & 12/31)	- 1 week
2 years	(" " " " " ")	- 2 weeks
5 years	(" " " " " ")	- 3 weeks
13 years	(" " " " " ")	- 4 weeks
20 years	(" " " " " ")	- 5 weeks

86/1

Once an employee has completed his eligibility based on anniversary date for either 1 week, 2 weeks, 3 weeks, 4 weeks, or 5 weeks, he shall subsequently be eligible for future vacations as of January 1.

- (D) Vacations for eligible part time employees shall be paid on the basis of their average hours worked for the year directly prior to their eligibility date times their current hourly rate of pay (weeks not worked while employees were on vacation and holiday weeks not worked in the year directly prior to the employee's eligibility date shall not be counted as weeks worked in figuring the employee's average hours worked).
- (E) A full time employee who is voluntarily or involuntarily reduced to part time work shall be eligible for a vacation in the current year according to the classification and rate of pay at the time he became eligible for a full time vacation.
- (F) A part time employee who is promoted to regular full time employment prior to becoming eligible for a part time vacation shall, when he meets the eligibility requirements in accordance with the provisions of this Article covering full time employees, receive in the current year a vacation as a regular full time employee if he averages thirty (30) hours or more for the year directly prior to his eligibility date. If he averages less than thirty (30) hours, he shall receive a pro-rata full time vacation for average hours worked times his current rate of pay.
- (G) Vacations Are Not Cumulative
- It is understood that vacations are not cumulative from year to year.
- (H) Payment
- Vacations for an eligible regular full time employee shall be paid for at the employee's current rate of pay for a regular work week.
 - Any employee who has become eligible for a vacation, but whose employment terminates before going on vacation shall receive his vacation pay.

- c. Any employee whose employment terminates prior to his yearly eligibility date shall not be entitled to either a vacation or vacation pay.
- d. Any employee who has become eligible for a vacation shall receive payment for his vacation at least one (1) week prior to his scheduled vacation date.

(I) Returned Servicemen

Full time employees and part time employees returning from military service shall be eligible for a vacation in accordance with this Article, Items B & C.

ARTICLE 7 - HOLIDAYS (Applies to Local 371; not the former Local 33 Unit, which is covered in Article 7-1)

(A) The Company shall observe the following holidays with pay, regardless of the day of the week on which they fall, for all full time employees, provided, however, that in order to be paid for the holiday, a full time employee must work 32 hours in the holiday week or his scheduled working day before and after a holiday except for absence due to death in family in accordance with Article 14 of this Agreement. If an employee is injured on the job in a holiday week or the week directly before a holiday week and is absent his scheduled workday before or after the holiday or both because of said injury, he shall not suffer the loss of the holiday pay for that week only.

In order to be eligible for any holiday, a full time employee must be employed at least thirty (30) days.

New Year's Day /	Thanksgiving Day /
Washington's Birthday /	Christmas Day /
Memorial Day /	Anniversary Date of Employment /
Independence Day /	Birthday* /
Labor Day /	Two (2) Personals* /
	Personal Day (3rd) shall be added,
	effective January 1, 1982

628
120

No employee shall be required to work beyond 6:00 PM on the eves of Christmas and New Year's Day.

- (B) When the Company opens any of its stores on a holiday, the full time employees of said stores, who are not scheduled to work on the holiday, and are called to work, must be scheduled a minimum of four (4) consecutive hours at the holiday rate of pay.
- (C) Part time employees shall receive four (4) hours pay for any of the above listed holidays, provided they have been continuously employed by the Company for three (3) months or more, and must work their last scheduled work day before the holiday and their first scheduled work day after the holiday, except for absence due to death in the family or injury on the job in the week before the holiday or during the holiday week.

Part time employees, if scheduled to work, shall not be employed for less than twelve (12) hours within a holiday week.

- (D) A part time employee working temporarily full time for four (4) consecutive weeks directly prior to a holiday week shall be treated as a full time employee in the holiday week.
- (E) An employee who is temporarily transferred across the border of a State in a holiday week shall receive holidays according to the holiday provision of the State from which he was transferred and not the holidays of the State to which he is transferred.
- (F) The Company agrees that it will instruct Supervision, in writing, to arrange the work schedule for Election Day so that all employees shall have an opportunity to vote.

BIRTHDAY AND PERSONAL HOLIDAYS*

- (G) Regular full time employees shall be entitled to their Birthday, two (2) Personal Holidays (three (3), effective 1/1/82), and Anniversary Date of Employment as paid holidays.
 - 1. Every effort will be made to give an employee off on his birthday with pay. If, however, the employee is scheduled to and does work on his birthday, he shall be paid at the holiday rate of pay. There shall be no substitution for an employee's birthday.
 - 2. If an employee's birthday falls on a non-scheduled day such as Sunday, a holiday, or his day off, the next following day shall be his assigned day off.
 - 3. The Store Manager must be notified at least one (1) week in advance of the Personal Holidays and Anniversary Date of Employment.
 - 4. It shall be the employee's obligation to notify the Store Manager of his birthday at least two (2) weeks in advance of the week in which his birthday occurs.
 - 5. The Birthday Holiday, Personal Holidays and Anniversary Date of Employment do not establish the week in which they fall as a regular holiday week.
 - 6. During the weeks in which the Birthday, Personal Holidays and Anniversary Date of Employment fall, the holiday option shall not apply.

PART TIME ELIGIBILITY

- (H) Part time employees with six (6) months or more continuous service with the Company shall be entitled to a Birthday, two (2) Personal Holidays (three (3) Personal Days, effective 1/1/82), and Anniversary Date of Employment as paid holidays in the following manner:

1. If a part time employee's birthday falls on a day on which he is scheduled to work, he shall receive this day off and be paid for four (4) hours as holiday pay at his regular hourly rate of pay.

Eligible part time employees shall receive their birthday even if it is not a scheduled work day for them. However, the granting of the birthday shall not increase their "normal wage". They may be given a day off to substitute for the birthday.

2. It shall be the employee's obligation to notify the department manager of his birthday prior to the making of the work schedule for the week in which the employee's birthday occurs.
3. The Store Manager must be notified at least one (1) week in advance of the two (2) Personal Holidays (three (3) Personal Days, effective 1/1/82) and Anniversary Date of Employment.
4. If the employee works on his birthday for whatever reason, he shall receive another scheduled day off with four (4) hours pay. Such other day off shall be arranged through the employee's manager.
5. The Birthday, two (2) Personal Holidays (three (3) Personal Days, effective 1/1/82), and Anniversary Date of Employment shall not establish the week in which it falls as a regular holiday week.

ARTICLE 7-1 - HOLIDAYS (Applies to the former Local 33 Bargaining Unit)

The Company shall observe the following holidays with pay, regardless of the day of the week on which they fall, for all full time employees, provided, however, that in order to be paid for the holiday, a full time employee must have thirty (30) days' service, must work thirty-two (32) hours (Meat Managers, as applicable) in the holiday week, or his scheduled working day before and after a holiday, except for absence due to death in family. If an employee is injured on the job in a holiday week or the week directly before a holiday week, and is absent his scheduled work-day before or after the holiday, or both, because of said injury, he shall not suffer the loss of the holiday pay for that week only.

A. Major Holidays

New Year's Day
Washington's Birthday
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Other Holiday Provisions - Except for stores located in New York, *Columbus Day and *Veterans' Day will be observed as full holidays. Patriot's Day shall constitute a holiday if so observed by major competition.

*Note: The option to work forty (40) hours, five (5) days, does not apply in the week in which this holiday occurs. However, in this week, if the employee works beyond thirty-two (32) hours, he will receive time and one-half (1½) for such hours worked. Hours worked on this holiday shall not be included as hours worked toward figuring weekly overtime.

No employee shall be required to work beyond 6:00 PM on the eves of Christmas and New Year's Day.

- B. When the Company opens any of its stores on a holiday, the full time employees of said stores, who are not scheduled to work on the holiday and are called to work, must be scheduled a minimum of four (4) consecutive hours at the holiday rate of pay.
- C. Part time employees shall receive four (4) hours pay for any of the above-listed holidays, provided they have been continuously employed by the Company for three (3) months or more, and perform work during the week in which the holiday occurs.

Part time employees, if scheduled to work, shall not be employed for less than twelve (12) hours within a holiday week.

- D. A part time employee working temporarily full time for four (4) consecutive weeks directly prior to a holiday week shall be treated as a full time employee in the holiday week.
- E. An employee who is temporarily transferred across the border of a state in a holiday week shall receive holidays according to the holiday provision of the state from which he was transferred and not the holidays of the state to which he is transferred.
- F. The Company agrees that it will instruct Supervision and Managers, in writing, to arrange the work schedule for Election Days so that all employees shall have an opportunity to vote.

G. Birthday Holiday (Applies to all)

1. Regular full time employees shall be entitled to their birthday as a paid holiday.

- a. Every effort will be made to give an employee off on his birthday, with pay. If, however, the employee is scheduled to and does work on his birthday, he shall be paid at the holiday rate of pay. There shall be no substitution for an employee's birthday.
- b. If an employee's birthday falls on a non-scheduled day, such as Sunday, a holiday or his day off, the next following day shall be his assigned day off.
- c. It shall be the employee's obligation to notify the Store Manager of his birthday at least two (2) weeks in advance of the week in which his birthday occurs.
- d. The birthday holiday does not establish the week in which it falls as a regular holiday week.

2. Part Time Eligibility - Part time employees with three (3) months or more continuous service with the Company shall be entitled to a birthday as a paid holiday in the following manner:

- a. If a part time employee's birthday falls on a day on which he is scheduled to work, he shall receive this day off and be paid for four (4) hours as holiday pay at his regular hourly rate of pay.
- b. It shall be the employee's obligation to notify the department manager of his birthday prior to the making of the work schedule for the week in which the employee's birthday occurs.
- c. If the employee works on his birthday for whatever reason, he shall receive another scheduled day off with four (4) hours pay. Such other day off shall be arranged through the employee's manager.
- d. The birthday holiday shall not establish the week in which it falls as a regular holiday week.

H. Personal Holiday

All full and part time employees who meet the holiday qualification requirements shall be entitled to a Personal Holiday under the following conditions. (Such Personal Holiday entitlement shall be increased to two (2) days, effective 1/1/82).

1. The Store Manager must be notified at least one (1) week in advance of such day.
2. The Personal Holiday shall not establish the week in which it is taken as a holiday week for pay purposes.
3. The holiday option shall not apply in the week in which the Personal Holiday is taken.
4. The regular contractual holiday requirements shall apply.
5. Employees in the Chatham store are eligible for two (2) Personal Holidays, subject to the above conditions (to be increased by one (1), effective 1/1/82).

ARTICLE 8 - LEAVE OF ABSENCE

- 80/1
- (A) Employees, when called upon to serve as Officers or Delegates of the Union, shall be granted a leave of absence, and upon termination of said office with the Union, shall, upon request, be restored within fifteen (15) days from the date of the request to their positions, or substantially equivalent positions, at their former rate of pay, plus any increases granted for such positions during their absence. It is understood and agreed that such employees who desire to return to employment must apply to the Company, in writing, and return to active employment within three (3) months of the termination of such office with the Union.

- (B) An authorized leave of absence shall not break an employee's service record.
- (C) Pregnancy Leaves for Full Time Female Employees: G13
1
1. A six (6) months pregnancy leave of absence, without pay, requested in writing, will be automatically granted to any female employee with one (1) year or more of continuous full time service.
 2. An employee on a pregnancy leave of absence may return to work prior to the expiration of the leave only if she submits satisfactory proof from her physician that she is physically capable of returning to work.
 3. An employee on a pregnancy leave will be automatically terminated if:
 - a) She does not return at the end of her six (6) months leave of absence.
 - b) She works for another employer while on leave without express permission, in writing, from the Company to be so employed.
 4. An extension of a pregnancy leave, not to exceed three (3) months, will be granted upon request, in writing, if physical complications develop during or after birth.
- (D) Other Leaves of Absence for Full Time Employees: G9
1
1. A leave of absence without pay, not to exceed six (6) months, may be granted to any employee with one (1) year or more of continuous full time service, provided, however, that:
 - a) It is a reasonable request.
 - b) It is consistent with good morale and efficient operations.
 - c) It is requested in writing and approved by the Company in writing.
 2. An employee on an approved leave of absence will be automatically terminated if:
 - a) He does not return to work when the leave of absence expires.
 - b) He works elsewhere while on leave without express permission, in writing, from the Company to be so employed.
- (E) Persons on leave of absence will be so marked on the payroll for the duration of the leave of absence.
- (F) Leaves of Absence for Part Time Employees:

Part time employees may be granted a leave of absence if they have completed one (1) year or more of continuous service. This leave of absence shall be without pay, shall not exceed three (3) months (six (6) months for pregnancy) duration, and shall be subject to the same prerequisites, except for (D) 2.b., as described herein, applicable to leaves of absence for full time employees.

ARTICLE 9 - SHORTAGES

Any employee who is charged with a shortage shall be entitled to a hearing in the presence of the Union Representative of the Local Union and Supervision. In the event a shortage is found to exist, the Company will take into consideration the employee's past work record before taking any disciplinary action.

In the event of an alleged shortage, the Union may examine copies of store transactions for the purpose of checking the figures.

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ARTICLE 10 - WEARING APPAREL AND TOOLS

The Company agrees to furnish and launder without cost to the employees any special wearing apparel that it may require the employee to wear, such as coats, aprons, smocks, and mesh aprons for Cutters. Employees who are required to work outside in foul weather conditions or in freezers will be furnished with protective outer clothing. The Company further agrees to provide one (1) mesh apron for each meat department, and to furnish all tools without cost to the employee.

Wearing apparel -- Thermal Vests - The Company will provide one (1) thermal vest upon request to those employees who work in the Meat Department. Such requests shall be made by the employee to the Store Manager. The Company shall not be required to launder the thermal vests.

ARTICLE 11 - EMPLOYEES' VEHICLES

No employee shall be obliged to use a privately owned vehicle for Company business.

ARTICLE 12 - HEALTH AND ACCIDENT INSURANCE, PENSION PLAN

(A) Health and Accident - Full Time

Effective on the dates indicated, the Company agrees to contribute to Local 371 Welfare Fund on behalf of eligible full time employees the amounts indicated:

<u>LOCAL 371</u>	<u>FORMER LOCAL 33</u>
4/1/79 - \$75.00 per month	
4/1/80 - \$84.00 per month	10/1/79 - \$75.00 per month
4/1/81 - \$90.00 per month	10/1/80 - \$84.00 per month
	4/1/81 - \$90.00 per month

Full Time Eligibility

The Company shall contribute the above amounts on behalf of all full time employees who perform work in the month. Such contributions shall be made on all employees, effective the first (1st) of the month next following the completion of thirty (30) days.

When a full time employee is out due to illness (except Workmen's Compensation), the Employer shall continue to make contributions to the Welfare Fund for the employee on the same basis as if he or she were working for a period of time not to exceed six (6) months.

Part Time

Effective 4/1/79 the Company agrees to pay to the Local 371 Welfare Fund on behalf of eligible employees the sum of twenty-two dollars (\$22.00) (twenty-four dollars (\$24.00) effective 4/1/80 and twenty-eight dollars (\$28.00) effective 4/1/81). Such contributions shall be made for employees who perform work in the month. Such contribution shall be made for employees effective the first (1st) of the month next following the completion of six (6) months of service.

Part Time Welfare - Former Local 33

Effective on the dates indicated, the following contribution shall be made on behalf of eligible part time employees employed in the former Local 33 unit:

Effective 10/1/79 - twenty-two dollars (\$22.00) per month
Effective 10/1/80 - twenty-four dollars (\$24.00) per month
Effective 4/1/81 - twenty-eight dollars (\$28.00) per month

- (B) The Company agrees to contribute to the Amalgamated Meat Cutters & Butcher Workmen's Union and Industry Pension Fund according to the following schedules which amount shall be payable on eligible full time employees:

LOCAL 371

Effective 4/1/79 - \$83.60

Effective 7/1/80 - \$95.50

FORMER LOCAL 33

Effective 10/1/79 - \$83.60

Effective 7/1/80 - \$95.50

Such contributions shall be made if the employee performs work in the month. Contributions shall be made effective the first (1st) of the month next following the completion of thirty (30) days of service.

Such contribution shall be subject to the terms and provisions of the Pension Agreement between the Company and the Union.

The Arbitration Article of this Agreement shall not apply in any way to the terms and provisions of this Article.

(C) Pension - Part Time

The Company agrees to provide Pension benefits for eligible part time employees with one (1) year or more of continuous part time service.

The Plan shall provide pro-rata (50%) of the regular \$175.00 per month schedule. It shall comply with all the requirements as to vesting, funding, eligibility, etc., of E.R.I.S.A.

ARTICLE 13 - SICK LEAVE

Sick Leave - Full Time

All full time employees, present and future, with six (6) months or more of full time service shall receive nine (9) days per year. The nine (9) days are granted at the beginning of each contract year.

If an employee is absent and receives Weekly Disability, he may supplement his Weekly Disability by drawing on his accrued sick time, if any.

Full time employees who, as of March 3, 1979, have sick days remaining to their credit shall have a dollar value placed on that credit computed as follows:

The number of days multiplied by eight (8) hours per day multiplied by the employee's hourly rate as of March 3, 1979. Each employee will be advised of the dollar value to his credit. When a full time employee takes a sick day, he shall first draw from the current year's allotment. When/if that allotment is exhausted, he can then draw from his dollar credit; however, no more than eight (8) hours' credit will be granted for each day.

At the end of each contract year, any unused days granted in that year (not including the "bank") will be paid the employee within thirty (30) days of the end of each period.

If a full time employee is laid off (and does not accept part time) he shall be paid for such unused sick time as he may have accumulated. If a full time employee, at the time of his retirement, has accrued sick time, he shall be paid for such unused sick time. Unused sick time shall, in the event of death of an employee, be paid to the beneficiary.

The employee's scheduled working day directly before and directly following a holiday shall not be considered as paid sick leave days.

Sick Leave - Part Time

If a part time employee is employed continuously for a period of two (2) years or more, then such part time employee shall be eligible for twenty-four (24) hours sick leave per year. Such sick leave shall only be paid for scheduled days lost.

Those part time employees who, as of March 3, 1979, have "sick hours" remaining to their credit shall have those hours frozen at the dollar credit existing as of March 3, 1979. The computation of "dollar value" and the use of such hours shall be determined under the same formula outlined above for full time employees.

ARTICLE 14 - DEATH IN FAMILY

In the event of a death in the immediate family of any employee, full time employees shall be granted three (3) scheduled working days leave without loss in basic pay (except in the event of the death of a spouse or child, in which case the leave shall be five (5) days). Part time employees shall be granted three (3) days (except in the event of the death of a spouse or child, in which case the leave shall be five (5) days leave without loss in pay, only according to the hours they are regularly scheduled to work during this period). For the purpose of this Article, it is agreed that a member of the immediate family shall be considered to be the employee's wife, husband, child, father, mother, brother, sister, mother-in-law, father-in-law, or any member of the family residing in the employee's home. The date of notification of death for those employees who are on the job shall not be counted as one of the three (3) days funeral leave. In the event of a death of a grandparent, grandchild, brother-in-law, or sister-in-law of an employee, full or part time, the employee shall receive one (1) day leave without loss in basic pay.

ARTICLE 15 - BULLETIN BOARDS

The Company will install a bulletin board in all of its stores for both Company and Union notices.

ARTICLE 16 - NON-DISCRIMINATION

It is the policy of both the Company and the Union to see that there will be no discrimination as to race, color, creed, national origin, age, or sex in employment or in the application of the Agreement.

ARTICLE 17 - SAFETY COMMITTEE

The Company will participate with the Union in the formation of a joint Safety Committee.

ARTICLE 18 - TRANSFERS

(A) Permanent Transfers

When full time employees are permanently transferred, the Company will notify the employee seven (7) days in advance of such a transfer.

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When full time employees are permanently transferred, the Company will notify the Union, in writing, seven (7) days in advance of such transfer. A transfer so indicated as permanent, however, but not lasting for thirty (30) days in the event of a new store opening, and for sixty (60) days otherwise, shall be considered temporary and the provisions of either of the paragraphs below will apply retroactively.

(B) Temporary Transfers Exclusive of New Store Openings

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- a) When an employee uses the public transportation system to travel to a store to which he has been temporarily transferred, any additional fare he is required to pay above what he normally pays will be paid to him as expense money and shall not be included in his regular pay.
 - b) If any employee uses his own car and is temporarily transferred to a store, such employee shall be paid, as an expense, twenty cents (.20c) per mile for any additional miles he has to travel beyond the miles he normally travels.

(C) Temporary Transfers - New Store Openings

- a) The same provisions as indicated in (B) above will retain, plus the following: When an employee is temporarily assigned to work in a new store opening, and is required to travel additional distances to a new store opening, the additional time required shall be computed in this manner:
 1. The total additional time it takes to travel shall be scheduled within and as part of the employee's regularly scheduled forty (40) hour work week.
 2. If the combined working hours and this additional travel time in any one week exceed employee's regularly scheduled forty (40) hour work week, the employee will be paid at the overtime rate provided for in this Agreement.

When an employee is transferred, the Company will inform him as to whether he is being transferred temporarily or permanently.

822/1 The Company will not make unreasonable transfers. C284 12/2

If, in the opinion of the Company, a temporary transfer is required, resulting in overnight lodging and meals, such employee shall be reimbursed for reasonable expenses incurred.

ARTICLE 19 - SHOP CARDS

A Shop Card of the Union shall be displayed in a prominent place in all of the Company's stores, and this Shop Card shall, at all times, remain the property of the Union.

ARTICLE 20 - REST PERIODS

Any employee scheduled for seven (7) or more hours of work shall receive two (2) fifteen (15) minute relief periods with pay. C21/30

Any employee who works more than three (3) hours, but less than seven (7) hours, shall receive one (1) fifteen (15) minute relief period with pay.

Relief periods will be given as near to the middle of the forenoon/afternoon/evening work period as possible.

ARTICLE 21 - JURY DUTY

A full time employee who is called to serve on Jury Duty shall receive pay for actual hours worked for the Company. If this pay, together with his Jury Duty pay, does not equal his regular five (5) day weekly rate of pay, the Company will make up the difference. If the employee is requested and is scheduled to work the sixth day if he serves on Jury Duty, and/or works five (5) days or more (four (4) days in a holiday week), he shall be paid at the rate of time and one-half (1½) for the sixth (6th) day of work (fifth (5th) day in a holiday week). C22/1

A part time employee who is called to serve on Jury Duty shall receive pay for actual hours worked for the Company. If this pay, together with his Jury Duty pay, does not equal his regular pay for scheduled hours, the Company will make up the difference.

ARTICLE 22 - VISITING STORES

A duly authorized representative of the Union may visit the stores during store or employee working hours for the purpose of conducting Union business, but in so doing shall not interfere with the Company's operations.

ARTICLE 23 - NO INDIVIDUAL AGREEMENTS

The Company shall not enter into any individual agreement with any employee covered by this Agreement in conflict with this Agreement.

It is mutually agreed that no member of the Union covered herein shall have the right to waive or modify any of the terms of this Agreement.

ARTICLE 24 - MILITARY BENEFITS

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- (A) Any employee who serves in the National Guard or in National Reserve Training in any branch of the Armed Service shall be granted a leave of absence in accordance with the following provisions:

All members of the National Guard or other National Reserve Training in our employ who present an authorized letter from their Company Commanders shall be allowed a leave of absence which coincides with the two (2) week encampment period. Furthermore, such employees who are eligible for vacation have the option of arranging their vacation time to coincide with the encampment period, or of taking a leave of absence without pay for the encampment, and then arranging with the Company Supervision to take their vacation at another time. Some employees will have orders to report a few days early to set up camp. This extra time should be allowed upon the presentation of these orders to Company Supervision.

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- (B) Regular full time employees with six (6) months service or over who leave the Company's employ to join the Armed Forces of the United States for a period of not less than two (2) years and as defined in the Selective Service Act of 1948 as amended shall receive two (2) weeks pay at their prevailing rate of pay for a regular work week at the time of their induction into said services. Part time employees with six (6) months service or over who have averaged at least thirty (30) hours per week for the six (6) months directly prior to leaving the Company's employ to join said services for a period of not less than two (2) years shall receive one (1) week's pay at their current part time hourly rate of pay times their average hours worked for the six (6) month period, at the time of their induction into said services. The aforementioned payments will be paid no more than once to any employee. The Company reserves the right to terminate the aforesaid military payments if, in its opinion, the present world conditions or circumstances requiring the drafting of men for Military Services changes substantially. However, this will not be done without first discussing it with the Union.
- (C) The Company agrees to reinstate, by the second Monday following his application for reinstatement any former employee who has reemployment rights under the law, who provides sufficient evidence of such to the Company when he applies for reinstatement, and who has applied for reinstatement within the legally required period of time after his date of discharge.
- (D) Any employee who is called upon during working hours to take a physical examination for entry into the Armed Forces may have this examination without loss of pay.

- (E) If this Company is sold to any other group or Company, the rights of employees out on Military Leave will not be affected.
- (F) Employees who are reinstated to employment after serving in military service shall receive their former job classification and rate of pay, plus any general increases applied to their former rate of pay since they entered military service. Step rate increases shall be applied only up to and including six (6) months continuous service on the rate of pay of full time and part time clerks, checkers, and wrappers who are reinstated to employment after serving in military service. Time spent in military service by apprentice meat cutters shall not be credited as time worked for purposes of accruing service on the progression scale.

ARTICLE 25 - SENIORITY

(A) Layoffs

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- a) The principle of seniority shall apply in all layoffs due to lack of work covering all "Employees" in a mutually agreed upon geographical area in accordance with the following provisions:
- b) Employees employed less than thirty (30) days shall have no seniority rights.
- c) In the process of a layoff within job classification of meat department manager due to closed-out stores, meat department managers shall not exercise their seniority over one another. However, a meat department manager of a closed-out store, regardless of his length of service, shall have the right to displace the junior head meat cutter or the junior meat cutter.
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- d) In layoffs due to lack of work, the full time employee, within his classification and within a mutually agreed upon geographical area, shall have the right to displace the junior employee (based on total Company seniority, as defined in (e) of this section) within said area, and within said classification.
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- e) In the application of seniority in layoffs, displacements, or recall, the date determining an employee's seniority date shall be equal to the date the employee was either employed for, or appointed to, full time work with the Company.
- f) In the process of a layoff (except (c)), the junior employee in any job classification and within a mutually agreed upon geographical area shall have the right to exercise his seniority through any lower job classification starting with the next lower classification in accordance with and in order of the classifications listed below:

Grocery Department

Head Clerk
Cashier
Full Time Clerk
Part Time Clerk

Produce Department

Head Produce Person
Full Time Clerk
Part Time Clerk

Meat Department

Meat Manager
Head Meat Cutter
Meat Cutter
Deli Person
Part Time Meat Cutter
Full Time Wrapper
Part Time Wrapper

Deli Department

Deli Manager shall have
separate seniority and
shall not be subject to
being "bumped".

- g) In the process of a layoff affecting meat cutters and apprentice meat cutters, the junior meat cutter shall displace, within a mutually agreed upon geographical area, the apprentice meat cutter with the greatest amount of service as an apprentice meat cutter, if any. The apprentice meat cutter with the greatest amount of service as an apprentice meat cutter shall displace, with a mutually agreed upon geographical area, the apprentice meat cutter with the least amount of service as an apprentice meat cutter, if any. The apprentice meat cutter with the least amount of service as an apprentice meat cutter shall displace, within a mutually agreed upon geographical area, the junior full time heavy duty clerk (meat and produce). However, a meat cutter hired as a meat cutter and with twenty-four (24) months or less service as a meat cutter is junior to an apprentice meat cutter having twenty-four (24) months or more total full time service with the Company.
- h) Full time employees laid off because of lack of work where no other full time work in the same job classification is available within the area, shall be offered part time work if part time work is available within the same job classification, even if this means replacing a part time employee.
- i) Full time employees will be given one (1) week's notice or one (1) week's pay in lieu of notice in layoffs due to lack of work.
- j) No seniority employee will be laid off for lack of work, except at the end of his scheduled week. (This covers both full and part time employees.)
- k) Part time employees employed thirty-one (31) days or more, and who are laid off for lack of work, shall have seniority rights within the store.
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(B) Recall (except as stipulated for certain employees covered by the terms of the Security Article 26 of this Agreement).

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- a) In recall, the last full time employee laid off within a classification shall be the first full time employee to be recalled within such classification and within a mutually agreed upon geographical area.
 - b) The rights described above in Paragraph a) shall not exceed a period of six (6) months for full time employees.
 - c) An employee, reinstated under the provisions of Paragraphs a) and b) above, shall not lose any continuity of service relative to seniority, rates of pay, vacation credits, Accident and Health Insurance, Group Life Insurance, Major Medical Insurance, in accordance with the terms and provisions of the Union's insurance programs, and Pension Plan in accordance with the terms and provisions of the Amalgamated Meat Cutters and Butcher Workmen's Union and Industry Pension Plan.
 - d) Irrespective of whether the full time employee accepts part time work or not, his name will be placed in a pool for recall. Such recall will be governed by the provisions of a) and b) of this section, concerning the subject of recall.
 - e)
 1. Part time employees employed thirty-one (31) days, but less than six (6) months, and who are laid off because of lack of work, shall have ninety (90) days recall rights within the store.
 2. Part time employees employed six (6) months or more and who are laid off because of lack of work shall have ninety (90) day recall rights within the superintendent's area.

(C) Promotions

- a) Respecting promotions, the qualifications and ability of the employee shall be considered in conjunction with seniority standing. The Company agrees to make a sincere effort to train in advance senior employees to fill future, higher-rated classifications. Final determination on promotion shall rest with management which shall be the sole judge of qualifications, giving consideration to seniority, and this determination shall not be subject to arbitration.
- b) Preference for appointment to Apprentice Meat Cutter shall be given to Clerks with one (1) or more years service.
- c) When a full time Clerk is needed, preference shall be given to any part time employee, provided he is available and qualified for full time work and provided there is no one in a pool for recall or employed in "pro-rata" status, as described in the Security Article 26 of this Agreement.
- d) Full time employees will be given preference for advancement to better paying jobs.

(D) Miscellaneous

- B35
- a) Employees (full time and part time) inducted into the Military Service of the United States under the Selective Service Act of 1948 and its amendments, or who enlist after its enactment in accordance with the provisions governing such enlistments, shall retain seniority rights in conformance with the provisions of the Act and its amendments.
 - b) The Company will notify the Local Union Office of all full or part time employees who are terminated for any reason and explain the reason for such termination.
 - c) Any discharged employee, full or part time, who is reinstated through the grievance or arbitration procedure under this Agreement, shall have his seniority status made whole upon his return to work.
 - d) Meat Managers of closed out stores shall be given consideration as Meat Managers in any opening that may occur.
 - e) Demoted Managers - Meat Department Managers who are demoted shall be treated in accordance with the following stipulation:
 - 1. If he has been a Meat Manager for less than one (1) year, he shall return to his previous classification and receive his former rate of pay, plus any increases he would have received had he not been made a Manager.
 - 2. If he has been a Meat Manager for more than one (1) year, he shall receive the classification rate in his new classification.
 - 3. If the demotion is due to a serviceman returning to work, the employee so demoted shall receive his former rate of pay, plus any increases he would have received had he not been made a Manager.
 - (E) The Company shall furnish yearly the Local Union with an up-to-date seniority roster of the employee for the Local's mutually agreed upon area, showing the employee's name, classification, and seniority date. The Union will be notified of any changes affecting the roster.
 - (F) An employee's seniority terminates for any of the following reasons:
 - 1. The employee resigns.
 - 2. The employee is discharged for cause.
 - 3. As provided for under the terms of the Leave of Absence article hereof.
 - 4. The employee does not return as provided for under b) hereof.
 - 5. The employee does not report for work within three (3) days upon receiving notice of recall.

- (G) 1. The Company will schedule the most available part time hours on a weekly basis within the stores and within the classification to the senior part time employees.
2. Employees referred to in Article 26 (Security) shall have super-seniority over regular part time employees.

ARTICLE 26 - SECURITY

Applies only to those employees having regular full time status as of November 12, 1966, and to those employees who had regular full time status as of August 8, 1964, including those who may presently be working as security employees on a pro-rata basis within the framework of part time hours.

1. In the event of a reduction in hours of work or lay-off because of lack of work, such regular full time employee may bump the junior full time employee in his classification within a mutually agreed upon geographical area.
2. This junior full time employee may
 - a) Either work * "within framework of part time hours" as a full timer, with pro rata consideration of what a regular full timer receives, or
 - b) Accept lay-off status with six (6) months recall rights.

Note: The employees referred to in a) and b) above shall be recalled to regular full time employment in accordance with their seniority rights.

*See Article 30 of this Agreement

3. To avoid lay-off or reduction in hours, the Company, wherever possible, will continue its present practice of having a full time employee work in more than one (1) store.
4. "Pro rata consideration of what a regular full timer receives" applies to wages, vacations, and holidays. Pension - for details, refer to Union's International Pension Program. Welfare - for details, refer to Union's Local Welfare Plan.
5. It should be noted that this special status outlined in the foregoing paragraph is for the life of this Agreement, and if the reduced employee refuses regular full time work, he shall have no further rights to those indicated benefits in the preceding paragraph if he chooses to work as a part time employee.
6. If the junior full time employee prefers layoff to working part time hours, he shall have six (6) months recall rights in accordance with his seniority.
7. When a regular full time job is vacated for any of the following reasons - death, discharge for cause, retirement, and voluntary terminations, the job so vacated will be offered the employee identified in this Article.

ARTICLE 27 - STEWARDS

The Union shall have the right to have a steward in each of the Company stores covered by this Agreement who shall be full time employees of the Company.

In addition to their seniority rights as regular employees, stewards shall have top seniority in lay-offs due to lack of work within their respective store and classification. E5
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No steward shall be transferred unless such transfer is mutually agreed upon between the Company and the Union.

The Union shall supply the Company with a list of stewards and store locations.

The steward shall have the authority to handle any violations of the provisions of this Agreement upon occurrence of such violations. Methods of handling such violations of this Agreement are the steward shall report the violation to the Store Manager.

The steward shall not, in any way, interfere with the Store Manager in his operation of the store.

ARTICLE 28 - DISCHARGE

The Employer retains the right to discharge or suspend any employee for just cause. The Union may, not later than fourteen (14) days after such discharge or suspension, challenge same through the grievance procedure herein provided, and if not settled through the grievance procedure, the matter may be submitted to arbitration in the manner herein provided.

ARTICLE 29 - GRIEVANCE PROCEDURE

(A) In the event that a grievance or dispute should arise involving the interpretation or application of this Agreement, the grievance or dispute shall be dealt with in the following manner:

First Step The employee may report his grievance to the steward or Business Representative who will meet with the Store Manager to adjust the grievance.

Second Step If the grievance is not settled, the Union Business Representative shall meet with the Store Manager and attempt to settle the grievance.

Third Step If the grievance is not settled in the Second Step, the grievance shall be referred, in writing, to the Zone Manager or his designee, and a meeting shall be arranged between said parties in an attempt to settle the grievance, and within fourteen (14) days following said meeting, the Zone Manager or his designee shall submit an answer, in writing, to the Local Union.

If the grievance is not settled in the Third Step, it may be referred to arbitration for determination under (B) of this Article, provided, however, that if the grievance is referred to arbitration, it must be done in writing and the parties must be notified within fourteen (14) days after the final decision has been given under the Third Step of the grievance procedure, or the grievance shall be otherwise treated as waived and the matter closed to further consideration.

Note: Controversies involving the suspension or discharge of any employee shall be called to the attention of the Zone Manager or his designee, in writing, within fourteen (14) days after the event, or shall otherwise be treated as waived and the matter closed to further consideration.

(B) Arbitration Procedure

In the event that the Company and the Union are unable to adjust or settle any dispute or grievance involving the interpretation or application of the terms and provisions of this Agreement, after making a reasonable effort to do so, then the dispute or grievance may be submitted to arbitration. If the grievance is referred to arbitration, it must be done in writing, and the parties must be notified within fourteen (14) days after the final decision has been given under the Third Step of the grievance procedure or the grievance shall otherwise be treated as waived and the matter closed to further consideration.

It is agreed by both the Union and the Company that the Connecticut State Board of Conciliation and Arbitration shall be the Arbitration Board for Local 371.

The decision of the Arbitrator or Arbitration Board shall be final and binding upon all parties, and all parties agree to abide and comply with such decision. The Arbitrator or Arbitration Board shall have no authority or power to add to, detract from, or alter in any way the provisions of this Agreement or any subsequent amendments thereof.

The expense of Arbitration shall be borne equally by the Union and the Company.

ARTICLE 30 - HOURS

(A) Hours and conditions of work pertaining to Meat Managers

Work Week

1) The work week for Meat Managers shall be:

- a) Regular week - 40 hours; 5 days, 1 late night
 - 4 days - 8 hours between 6:00 AM and 6:00 PM
 - 1 day - 8 hours worked back from 9:00 PM

b) Holiday week - 32 hours; 4 days, 1 late night

3 days - 8 hours between 6:00 AM and 6:00 PM

1 day - 8 hours worked back from 9:00 PM

- 2) However, during a holiday week, Meat Manager may work 40 hours, 5 days if they so desire (provided, however, they were employed or reclassified to full time before 11/11/67).

- a) In the event a Meat Manager desires to work 40 hours, 5 days in a holiday week and when the store is open on the holiday, the Company shall designate whether the Meat Manager shall be assigned to work, as his fifth day, the holiday or his day off.

- 3) Working hours for Meat Manager shall be consecutive within any one (1) working day.

Overtime

Overtime for Meat Managers for hours worked before and after the hours as set forth above in subsection (A) 1) paragraphs a) and b) (except for the straight time fifth (5th) day worked in a holiday week) shall be compensated for at the hourly rate on one and one-half (1½) times their regular rate for said excess hours on a daily or weekly basis, whichever is greater, but not both.

- (B) Hours and conditions of work pertaining to full time employees employed on or before November 11, 1967.

Work Week

- 1) The work week for all full time employees shall be:

- a) Regular Straight Time Hours - 40 hours/5 day week:

4 days - 8 hours between 6:00 AM and 6:00 PM

1 day - 8 hours worked back from 9:00 PM

- b) Holiday Straight Time Hours - 32 hours/4 day week

3 days - 8 hours between 6:00 AM and 6:00 PM

1 day - 8 hours worked back from 9:00 PM

- 2) However, during a holiday week, full time employees may work 40 hours, 5 days, if they so desire (provided, however, that they were employed or reclassified to full time before 11/11/67).
- a) In the event an employee desires to work 40 hours, 5 days in a holiday week and when a store is open on the holiday, the Company shall designate whether the employee shall be assigned to work, as his fifth (5th) day of the holiday or his day off, in accordance with 2) above.

- 3) Working hours for employees shall be consecutive within any one (1) working day.
- 4) Employees hired or reclassified to full time after 11/11/67 shall not be given the option of working the extra day in a holiday week.

Overtime

- 1) Hours worked by full time employees in excess of forty (40) hours shall be compensated for at the hourly rate of one and one-half ($1\frac{1}{2}$) times their regular rate for said excess hours. Full time employees shall be compensated at the rate of one and one-half ($1\frac{1}{2}$) times their regular hourly rate of pay for all hours worked:
 - a) In excess of eight (8) hours per day, and
 - b) Before 6:00 AM and after 6:00 PM, except for one (1) day within the week when it shall be paid after 9:00 PM (except where employees are assigned to work more than one (1) night at straight time rates). Overtime shall be paid on a daily or weekly basis, whichever is greater, but not both.
 - 2) No overtime shall be worked or paid for unless authorized by Supervision.
 - 3) Unscheduled overtime shall be offered by classification and ability to those available. If there are not sufficient employees under this method to work on a voluntary basis, the Store Manager may compel work by inverse seniority. Any employee so compelled shall be limited to a maximum of two (2) hours overtime work. No overtime shall be worked or paid for unless authorized.
- (C) Newly appointed full time employees (after 11/11/67) can be assigned to work a schedule providing for five (5) eight (8) hour days between the hours of 6:00 AM and 12:00 AM (midnight) at straight time rates.

Full time employees (hired prior to 11/11/67) shall in no way be obligated to accept such a shift.

Meal Periods

- 1) The lunch period for all employees who work during the full day, except as provided for in the next paragraph, shall be one (1) hour between 11:30 AM and 2:30 PM.
- 2) When an employee works eight (8) hours back from 9:00 PM as his late evening, the meal period shall be one-half ($\frac{1}{2}$) hours, or three-quarters ($\frac{3}{4}$) of an hour for certain employees as required by Law, between the hours of 5:00 PM and 7:00 PM.

- 3) Any employee, when requested to work more than one (1) late night per week, shall receive for such additional nights one-half ($\frac{1}{2}$) hour for supper before 6:00 PM (does not apply to employees assigned to the shift involving more than two (2) nights).

Note: Employees who were employed in part time status on or before November 12, 1966, and who, after continuous employment with the Company, were appointed to full time employment before November 11, 1967, shall have their full time hours of work governed by the foregoing provisions of Item B.

Hours and conditions of work pertaining to full time Night Stocking Crew

(A) The work week for all full time Night Stockers shall be:

1) Regular Straight Time Hours - 40 hours - 5 night week:

5 nights - 8 consecutive hours per night commencing no earlier than 11:00 PM, except Sundays and holidays when they may commence no earlier than 12:01 AM of the following day.

2) Holiday Straight Time Hours - 32 hours - 4 night week:

4 nights - 8 consecutive hours per night commencing no earlier than 11:00 PM, except Sundays and holidays when they may commence no earlier than 12:01 AM of the following day. However, during a holiday week, full time Night Stockers may work 40 hours, 5 nights, if they so desire (if employed before 11/11/67). In the event a full time Night Stocker desires to work 40 hours, 5 nights in a holiday week, the Company shall designate whether the employee shall be assigned to work, as his fifth (5th) night, the holiday night or his night off.

- 3) The above relates to full time assignment on the Night Stocking Crew. However, it is understood that assignment to the Night Stocking Crew may be on a part time basis. That is, it is not required that the Night Stocking be a forty (40) hour week. It may be any variable of 8 hours, and may be performed by either full or part time employees.

(B) Overtime for Night Stockers

- 1) Hours worked by full time Night Stockers in excess of forty (40) hours per week and eight (8) hours per night shall be compensated for at the hourly rate of one and one-half ($1\frac{1}{2}$) times their regular hourly rate for said excess hours. For purposes of overtime payment, the regular hourly rate of full time Night Stockers includes the addition of fifty cents (.50c) per hour to the employee's regular hourly base rate.
- 2) Overtime shall be paid on a daily or weekly basis, whichever is greater, but not both.

- 3) No overtime shall be worked or paid for unless authorized by Supervision.
- 4) No full time Night Stocker shall be compelled to accept overtime.

(C) Meal Period

The meal period will consist of one-half ($\frac{1}{2}$) hour to be taken within the eight (8) hour night. Time taken for the meal period will be considered as working time. No provisions are made for rest periods.

(D) General Conditions

- 1) In selecting employees for the Night Stocking Crew, the Company will give preference to presently employed full time Clerks, if the Night Stocking is to be a full time assignment.
- 2) The Company may assign the Night Stocking Crew to work in one or more stores during the week. However, the Crew will not be assigned to work in more than one store per night.
- 3) Night Stocking Crew may be employed in either the Grocery or Produce Departments of stores designated by the Company.
- 4) For purposes of sick pay, holiday pay, and vacation pay, Night Stocker's regular hourly rate of pay shall include the addition of fifty cents (.50c) per hour to his regular hourly base rate.

(E) Crew Chief

One (1) employee on the Night Stocking Crew will be designated as "Crew Chief". This employee will receive his appropriate rate for his classification, plus a premium of fifty cents (.50c) per hour, plus three dollars (\$3.00) per day (fifteen dollars (\$15.00) per week) for acting in this capacity.

Hours of work for Part Time Employees (does not apply to Service Clerks)

- (A) The hours of work determining the status of a part time employee shall be thirty (30) hours per week or less.
- (B) A part time employee shall not work more than five (5) days in any one (1) week.
- (C) Part time employees shall not be employed on a regular basis for less than fifteen (15) hours within a regular week.
- (D) Part time employees, if scheduled to work, shall not be employed for less than twelve (12) hours within a holiday week.
- (E) When a part time employee is requested to report for work and, upon reporting, finds no work available, he shall receive payment for those hours he is normally scheduled to work on the particular day.

- (F) A part time employee who works five (5) or more hours in a given day shall be granted a lunch period. Such lunch period will be on a voluntary basis and will not be included as hours worked for pay purposes.
- (G) A part time employee who works in excess of eight (8) hours in a day shall be compensated at time and one-half ($1\frac{1}{2}$) his regular hourly rate of pay for those hours worked over eight (8) hours. A part time employee who works six (6) days in a week shall be compensated at time and one-half ($1\frac{1}{2}$) his regular rate of pay for those hours worked on the sixth (6th) day, provided that he has worked the previous five (5) days of the week.

Premium Pay for Sunday and Holidays

When employees are requested by the Company to work on a Sunday or holidays listed under Article 7 of this Agreement, they shall receive double their regular rate of pay for hours worked, but such hours worked shall not be counted as hours worked towards figuring weekly overtime.

ARTICLE 31 - WAGES (Please note that there are two (2) effective dates of wage increases. The March Anniversary Dates apply to Local 371, and the September Anniversary Dates apply only to the Former Local 33 Bargaining Unit. All progressions are the same, other than the dates, with the exception of the Part Time Clerks, Wrappers and Deli, which are covered in Section 1-A. There is a separate progression for Local 33, listed as Section 1-B.)

The following scale of wages shall be the minimum rates:

Section 1-A - Part Time Clerks, Wrappers and Deli - LOCAL 371

	<u>3/5/79</u>	<u>3/3/80</u>	<u>3/2/81</u>
After thirty (30) days	\$ 3.10	\$ 3.25	\$ 3.42
After six (6) months	3.25	3.40	3.65
After twelve (12) months	3.55	3.75	3.95
After eighteen (18) months	3.75	4.00	4.20
After twenty-four (24) months	4.25	4.40	4.55
After thirty (30) months	4.55	4.85	5.20
After thirty-six (36) months	5.50	5.80	6.15

Section 1-B - Part Time Clerks, Wrappers and Deli - FORMER LOCAL 33

	<u>9/9/79</u>	<u>9/8/80</u>	<u>9/7/81</u>
After thirty (30) days	\$ 3.10	\$ 3.25	\$ 3.42
After six (6) months	3.25	3.40	3.65
After twelve (12) months	3.55	3.75	3.95
After eighteen (18) months	3.75	4.00	4.20
After twenty-four (24) months	4.25	4.40	4.55
After thirty (30) months	4.55	4.85	5.20
After thirty-six (36) months	5.30	5.60	6.15

Section 2 - Full Time Clerks, Wrappers and Deli - 40 hours/5 days

	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>
	<u>3/5/79</u>	<u>9/9/79</u>	<u>3/3/80</u>	<u>9/8/80</u>	<u>3/2/81</u>	<u>9/7/81</u>
After thirty (30) days	241.00	241.00	259.00	259.00	279.00	279.00
After six (6) months	244.00	244.00	262.00	262.00	282.00	282.00
After twelve (12) months	253.00	253.00	271.00	271.00	291.00	291.00
After eighteen (18) months	257.00	257.00	275.00	275.00	295.00	295.00
After twenty-four (24) months	267.00	267.00	285.00	285.00	305.00	305.00
After thirty (30) months	275.00	275.00	293.00	293.00	313.00	313.00
After thirty-six (36) months	286.00	286.00	304.00	304.00	324.00	324.00

Section 3 - Cashier* - 40 hours/5 days

	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>
	<u>3/5/79</u>	<u>9/9/79</u>	<u>3/3/80</u>	<u>9/8/80</u>	<u>3/2/81</u>	<u>9/7/81</u>
In stores where the total store volume is \$40,000.00 or more per week	292.00	292.00	310.00	310.00	330.00	330.00

Section 4 - Head Grocery Clerks* - 40 hours/5 days

	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>
	<u>3/5/79</u>	<u>9/9/79</u>	<u>3/3/80</u>	<u>9/8/80</u>	<u>3/2/81</u>	<u>9/7/81</u>
	329.00	329.00	349.00	349.00	371.00	371.00

Section 5 - Meat Cutters - 40 hours/5 days

a) Hartford Division	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>
	<u>3/5/79</u>	<u>9/9/79</u>	<u>3/3/80</u>	<u>9/8/80</u>	<u>3/2/81</u>	<u>9/7/81</u>
Meat Cutter	358.00	358.00	380.00	380.00	405.00	405.00
Head Meat Cutter* - in stores where the Meat Dept.'s volume is \$15,000.00 or more per week	364.50	364.50	386.50	386.50	411.50	411.50

- b) It is agreed that the Company shall not be required to have any Meat Cutter in a store unless fresh meat is cut in that store.

*By appointment only

Section 6 - Apprentice Meat Cutter - 40 hours/5 days

	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>
	<u>3/5/79</u>	<u>9/9/79</u>	<u>3/3/80</u>	<u>9/8/80</u>	<u>3/2/81</u>	<u>9/7/81</u>
First four (4) months	330.00	330.00	352.00	352.00	377.00	377.00
After four (4) months	334.00	334.00	356.00	356.00	381.00	381.00
After eight (8) months	338.00	338.00	360.00	360.00	385.00	385.00
After twelve (12) months	342.00	342.00	364.00	364.00	389.00	389.00
After sixteen (16) months	346.00	346.00	368.00	368.00	393.00	393.00
After twenty (20) months	350.00	350.00	372.00	372.00	397.00	397.00
After twenty-four (24) months	358.00	358.00	380.00	380.00	405.00	405.00

- The Company agrees that there shall be no more than one (1) apprentice per meat department.
- The Company and the Union shall review the number of and activity of the apprentice meat cutters so that apprentices shall have an opportunity to progress in all phases of the meat business.
- An employee promoted to Apprentice Cutter shall maintain his rate or receive the starting rate listed in the Apprentice schedule, whichever is the higher. If his rate is higher than the starting rate of the Apprentice schedule, he shall receive his next increase in pay after having served the required period of time in accordance with the Apprentice progression scale herein.

Section 7 - Part Time Meat Cutters

<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>
<u>3/5/79</u>	<u>9/9/79</u>	<u>3/3/80</u>	<u>9/8/80</u>	<u>3/2/81</u>	<u>9/7/81</u>
8.95	8.95	9.50	9.50	10.125	10.125

Section 8 - Head Produce Men - 40 hours/5 days

The following shall be the rates paid to employees designated as Head Produce Men on or after 11/14/66:

	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>
	<u>3/5/79</u>	<u>9/9/79</u>	<u>3/3/80</u>	<u>9/8/80</u>	<u>3/2/81</u>	<u>9/7/81</u>
Base Rate - 40 hours - 5 days	337.00	337.00	359.00	359.00	384.00	384.00
If volume of Produce Dept. is:						
\$ 500 up to \$1,000 per week -	337.00	337.00	359.00	359.00	384.00	384.00
\$1,000 up to \$2,000 per week -						
plus \$ 2.00 on the base rate =	339.00	339.00	361.00	361.00	386.00	386.00
\$2,000 up to \$3,000 per week -						
plus \$ 7.00 on the base rate =	344.00	344.00	366.00	366.00	391.00	391.00
\$3,000 up to \$4,000 per week -						
plus \$11.00 on the base rate =	348.00	348.00	370.00	370.00	395.00	395.00
\$4,000 up to \$5,000 per week -						
plus \$17.00 on the base rate =	354.00	354.00	376.00	376.00	401.00	401.00
\$5,000 up to \$6,000 per week -						
plus \$19.00 on the base rate =	356.00	356.00	378.00	378.00	403.00	403.00
\$6,000 or more per week -						
plus \$20.00 on the base rate =	357.00	357.00	379.00	379.00	404.00	404.00

- a) Employees designated as Head Produce Men on or after 11/14/66 will receive adjustments in pay as described above to the base rate of \$337.00 (\$359.00 effective 3/3/80 and \$384.00 effective 3/2/81) per week up or down the volume scale each week according to the department volume fluctuations of each week.

The following rates shall apply on the dates indicated to Local 33: \$337.00 effective 9/9/79, \$359.00 effective 9/8/80 and \$384.00 effective 9/7/81.

- b) Employees designated as Head Produce Men on or before 11/12/66 will receive adjustments in pay as described above to their "frozen" base rate, as established on 11/14/66, up or down the volume scale each week according to the department volume fluctuations of each week. Irrespective of department volume, however, they will receive no less than their "frozen" base rate.
- c) Note: In Produce Departments doing less than \$1,000.00 volume per week, the Head Produce Man will be responsible for the maintenance of the Frozen Food Department during his 40 hours, 5 day week. In Produce Departments doing \$1,000.00 or more volume per week, the Head Produce Man will be responsible for fresh produce only.

Section 9 - Managers - 5 day week

The following shall be the rates paid to employees designated as Department Managers on or after 11/14/66:

<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>
<u>3/5/79</u>	<u>9/9/79</u>	<u>3/3/80</u>	<u>9/8/80</u>	<u>3/2/81</u>	<u>9/7/81</u>

a) Managers - Meat Department

Base rate - 40 hours - 5 days 379.00 379.00 401.00 401.00 426.00 426.00

If the volume of the Meat Dept. is:

Less than \$5,000 per week	379.00	379.00	401.00	401.00	426.00	426.00
\$ 5,000 up to \$10,000 per week -						
plus \$ 5.00 on the base rate =	384.00	384.00	406.00	406.00	431.00	431.00
\$10,000 up to \$15,000 per week -						
plus \$14.00 on the base rate =	393.00	393.00	415.00	415.00	440.00	440.00
\$15,000 up to \$20,000 per week -						
plus \$24.00 on the base rate =	403.00	403.00	425.00	425.00	450.00	450.00
\$20,000 up to \$30,000 per week -						
plus \$30.00 on the base rate =	409.00	409.00	431.00	431.00	456.00	456.00
\$30,000 or more per week	-					
plus \$37.00 on the base rate =	416.00	416.00	438.00	438.00	463.00	463.00

- b) Employees designated as Meat Department Managers on or after 11/14/66 will receive adjustments in pay as described above to the base rate of \$379.00 (\$401.00 effective 3/3/80 and \$426.00 effective 3/2/81) per week, up or down the volume scale each week, according to the department volume fluctuations of each week.

The following rates shall apply on the dates indicated to Local 33: \$379.00 effective 9/9/79, \$401.00 effective 9/8/80, and \$426.00 effective 9/7/81.

- c) Employees designated as Meat Department Managers on or before 11/12/66 will receive adjustments in pay, as described above, to their "frozen" base rate as established on 11/14/66, up or down the volume scale each week according to the department volume fluctuations of each week. Irrespective of the department volume, however, they will receive no less than their "frozen" base rate.

***By Appointment Only**

Section 10 - Delicatessen Head - 40 hours/5 days

	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>
In stores having a Service Delicatessen Dept., the Co. shall appoint a Delicatessen Head who will receive:	<u>3/5/79</u>	<u>9/9/79</u>	<u>3/3/80</u>	<u>9/8/80</u>	<u>3/2/81</u>	<u>9/7/81</u>
	316.00	316.00	336.00	336.00	358.00	358.00

Section 11 - General Wage Increase

- A) Effective on the dates indicated, the following weekly and hourly general wage increases shall be granted to employees IN LOCAL 371:

	<u>3/5/79</u>	<u>3/3/80</u>	<u>3/2/81</u>
Meat Manager, Meat Cutters, Head Produce Clerk	\$26.00 per week	\$22.00 per week	\$25.00 per week
All Other Classified	\$23.00 per week	\$20.00 per week	\$22.00 per week
Full Time Clerks & Cashiers	\$21.00 per week	\$18.00 per week	\$20.00 per week
Part Time (other than Service Clerks)	.30 per hour	.30 per hour	.35 per hour
Service Clerks	.15 per hour	.15 per hour	.15 per hour

- B) Effective on the dates indicated, the following weekly and hourly general wage increases shall be granted to employees IN FORMER LOCAL 33:

	<u>9/9/79</u>	<u>9/8/80</u>	<u>9/7/81</u>
Meat Manager, Meat Cutters, Head Produce Clerk	\$26.00 per week	\$22.00 per week	\$25.00 per week
All Other Classified	\$23.00 per week	\$20.00 per week	\$22.00 per week
Full Time Clerks & Cashiers	\$21.00 per week	\$18.00 per week	\$20.00 per week
Part Time (Other than Service Clerks)	.30 per hour	.30 per hour	.35 per hour
Service Clerks	.15 per hour	.15 per hour	.15 per hour

Employees are to receive the increases indicated above or be slotted into their appropriate time progression, whichever is greater.

Employees who are hired above the minimum rates shown in this Agreement shall progress to the next step on the progression schedule at the time intervals set forth in the Agreement.

Section 12 - Night Stockers - Full or Part Time

- a) Fifty cents (.50¢) additional per hour on the employee's hourly base rate of pay for all hours worked as a Night Stocker.
- b) One (1) employee on the Night Stocking Crew will be designated as "Crew Chief". This employee will receive his appropriate rate for his classification, plus a premium of fifty cents (.50¢) per hour, plus three dollars (\$3.00) per day (fifteen dollars (\$15.00) per week) for acting in this capacity.
- c) Night Stocking Crews can be assigned to the Grocery, Produce, and Meat Departments.
- d) Night Meat Operation - The Company will establish a Night Meat Operation. Employees on such a Night Meat Operation will receive a premium of twenty-five dollars (\$25.00) per week (five dollars (\$5.00) per night) above their usual classification rate. This premium applies to all Meat Cutters. All other employees will receive the same premium paid to the Night Stocking Crew.

Such Night Meat Operation will start no earlier than the closing hour of the store. On each such operation, there shall be a minimum of two (2) employees. The meal period will consist of one-half ($\frac{1}{2}$) hour to be taken within the eight (8) hour night. Time taken for the meal period will be considered as working time.

No provisions are made for rest periods. In selecting employees for such Night Meat Operation, the Company will give preference to present employees. However, there shall be no obligation on their part to accept same.

Section 13

A new category of part time employee may be hired as a "service clerk". Their duties may consist of cleaning windows, floors, rest rooms, cellars, parking lots, sorting bottles, bagging, taking packages to the car and bringing in carriages. The rates are all that this category shall receive. There shall be no fringe benefits, except as provided by law. These rates shall prevail for the life of the Agreement. The rates for the term of the Agreement shall be:

	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>	<u>L. 371</u>	<u>L. 33</u>
	<u>3/5/79</u>	<u>9/9/79</u>	<u>3/3/80</u>	<u>9/8/80</u>	<u>3/2/81</u>	<u>9/7/81</u>
After thirty (30) days	3.00	3.00	3.17	3.17	3.42	3.42
After six (6) months	3.05	3.05	3.22	3.22	3.47	3.47

If this category is to be given the opportunity for full time work, he shall be given credit for his part time service on a 50% formula.

If a service clerk performs work other than designated in this section, he shall be paid for such work as a "part time regular clerk". If a service clerk is made a regular part time clerk, he shall be slotted into the corresponding wage progression in the part time progression.

Section 14 - Front End Clerk

Employees who may be designated as "Front End Clerk" shall receive a premium of five dollars (\$5.00) per week above their individual rate. There may be no more than one (1) employee so designated for pay purposes in any store. This is not to be considered a new classification.

ARTICLE 32 - MISCELLANEOUS WAGE CONDITIONS

(A) Substitute Managers

a) Store Managers

- 1) An employee who substitutes for a Store Manager for a day or more but less than a Manager's full work week of 43 hours, 5 days, shall receive pro rata pay per hour for each full day that he substitutes for a Manager on the rate of \$339.00 (\$361.00 effective 3/3/80 and \$386.00 effective 3/2/81) divided by 43 hours. In no case, however, shall he receive less than seven dollars (\$7.00) per day in addition to his regular day's pay for a full day of substitution.
- 2) An employee who substitutes for a Store Manager for a full work week of 43 hours, 5 days, shall receive \$339.00 (\$361.00 effective 3/3/80 and \$386.00 effective 3/2/81).
3. In Items 1) and 2) above, the rates of pay and effective dates for LOCAL 33 shall be as follows: \$339.00 effective 9/9/79, \$361.00 effective 9/8/80 and \$386.00 effective 9/7/81.

b) Meat Department

- 1) An employee who substitutes for a Meat Manager for a day or more, but less than a Meat Manager's full work week of 40 hours, 5 days, shall receive seven dollars (\$7.00) additional pay per day for each full day that he substitutes for a Meat Manager.
- 2) An employee who substitutes for a Meat Manager for a Manager's full work week of 40 hours, 5 days, shall receive either (1) \$25.00 above his regular five (5) day week's base pay, plus 1/10th of the sum of his base pay and the \$25.00 or (2) the minimum rate for the volume the Meat Department does the week the employee substitutes for the Meat Manager, whichever is the lesser. The foregoing shall be paid for a period not to exceed four (4) consecutive weeks.
- 3) When an employee is a substitute Meat Manager for more than four (4) consecutive weeks, his rate, each week after the first four (4) consecutive weeks, shall be the minimum rate for the volume the Meat Department does the week the employee substitutes for the Meat Manager.

- (B) Whenever an automatic step-up scale of minimum rates, based on months or years of service, is defined in this Agreement, the service criterion is meant to be continuous service with the Company.
- (C) When a step-rate increase is due an employee, it shall be paid as of the Monday of the week in which the employee's Anniversary Date occurs.
- (D) a) Whenever the Company finds it necessary, because of economic reasons, to place a full time employee on part time work, the hourly rate of pay in such instances shall be pro-rated according to the employee's full time rate of pay.
- b) The rate of pay of a part time employee who returns to part time work after having worked temporarily as a full time employee shall then be the hourly rate of pay in accordance with Article 30 or his former part time rate, whichever is higher.
- (E) A part time employee who may be reclassified to full time employment on or after 11/12/67 shall receive credit for time spent in part time employment toward wage consideration on the basis of two (2) part time months equal to one (1) full time month. The above principle shall also apply for vacation credit.
- (F) There shall be no reduction of wages now paid by reason of the signing of this Agreement, except where employees are demoted from one classification to another.
- (G) Appointment Made to Classified Positions after 11/12/67:
- a) It shall be the responsibility and prerogative of the Company to select and appoint employees to the position of Head Grocery Clerk, according to the needs of the business.
- b) The Company shall select and appoint employees to the positions of Head Meat Cutter and Cashier, in accordance with the following method:
1. When the department attains the volume indicated for the appointive positions described above in paragraph b) and in Article 30 of this Agreement, the Company will immediately appoint an employee who shall receive an adjustment in pay for the week to his regular base rate of pay, which is called for by the volume.
 2. If the volume of the respective department subsequently goes down and does not attain that indicated for appointive positions, the appointed employee shall not receive an adjustment in pay for the week or weeks the department fails to attain the necessary indicated volume.
 3. Therefore, employees appointed to classified positions receive a so-called "job rate" which may vary from week to week based upon volume fluctuations.

4. Persons appointed to classified positions should remain reasonably constant in their positions so that the same appointee assumes the job responsibility and receive the weekly volume adjustments in pay.
 5. When an employee in the above classifications is absent, no temporary replacements will be made.
- (H) Employees who were employed as Meat Managers or in classified positions on or before November 12, 1967 shall maintain the rates of pay which were placed in effect for them on November 14, 1966 as "frozen rates" for the duration of this Agreement, provided, however, that they continue working in the same classifications in which they were employed on November 12, 1966.

ARTICLE 33 - MISCELLANEOUS WORK CONDITIONS

- (A) A schedule, in ink, designating employee's hours of work for the following week shall be posted in each store by Friday night of the preceding week. This schedule is subject to change to meet emergencies.
- (B) It is agreed that regular full time employees who, because of lack of work, have been reduced temporarily to part time work and are presently working more than thirty (30) hours per week shall not now be reduced to thirty (30) hours or less. The provision in the contract covering the part time hourly limit shall not apply to employees in this category.
- (C) Temporary - Full Time - If a part time employee is re-classified to temporary full time, he may remain temporary full time for a period of not more than two (2) consecutive months. If he works more than two (2) consecutive months as a temporary full time employee, he shall be re-classified to full time employment retroactive to the original date of temporary full time appointment.

Part time employees (covered under a list to be agreed upon) who, before March 4, 1979, worked over thirty (30) hours in any week shall be paid pro-rata Full Time rate based on their part time service on a two (2) part time years for one (1) full time year formula.

The following rule shall apply to such situations after March 4, 1979:

Part time employees who work more than thirty (30) hours shall be paid their part time rate for such hours provided, however, they do not do so for more than four (4) consecutive weeks. If they work the fifth (5th) week at more than thirty (30) hours, then they shall be paid in the fifth (5th) week, according to the formula outlined in paragraph A) above, with the following exception:

During the period June 15 through September 15, part time employees may work up to and including forty (40) hours per week. They shall be paid for such work at their part time hourly rate. If a part time employee works forty (40) hours during this period, it shall not be spread over more than five (5) days at the straight time rate.

In the event such part time employees are continued on a forty (40) hour work week schedule beyond 9/15, they shall be reclassified to full time, retroactive to the date they began to work the forty (40) hour schedule.

(D) New Equipment

The Company will notify the Union before introducing any new type of production equipment or before setting up a new department or before establishing a new classification not presently listed within this Agreement.

- (E) It is agreed that the present understanding concerning interchange of employees between the Produce and Meat Departments shall continue. It is also agreed that on and after 11/27/67, in addition to the present understanding, that there shall be interchange of employees in the Grocery and Produce Departments (with the exception of department heads only).

(F) Cashing of Checks

In the cashing of checks, the Company expects its designated management personnel to use due caution in this regard, in that the simple rules that are generally known by all store personnel shall be observed.

In the event that, in the opinion of the Company, these simple rules have not been followed, and where the Company may seek to recover payment of bad checks, before this will be done, the Union will be so notified and a Business Representative of the Union will be asked to be present before such request is made.

(G) Polygraph

The Company agrees that it will not request or require an employee to take a lie detector test.

(H) Drop Trailers

The Employer shall have the right to direct employees to unload "drop trailers".

(I) Training Program

The Company shall have the right to assign employees to a training program, which employees shall not be members of the bargaining unit. The number of employees shall be no more than one (1) employee per five (5) stores. An individual employee's training assignment, while not a member of the bargaining unit, shall not exceed six (6) months. If such employee continues to work in the store beyond the six (6) month period, and is in a covered classification, he shall be required to become a member of the Union.

(J) Workmen's Compensation

The Company agrees to provide the necessary Workmen's Compensation, as required by law.

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ARTICLE 34 - VALIDITY

In the event that any portion of this Agreement is proven null and void or illegal by existing or future local, state, or federal law, the parties hereto shall negotiate in good faith that portion of the Agreement affected. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 35 - DURATION OF AGREEMENT

This Agreement between the Company and the Union shall become effective on March 5, 1979, and shall continue in full force and effect until midnight, March 7, 1982, and shall be continued for an additional year unless sixty (60) days prior to March 7, 1982, either the Union or the Company given written notice by registered mail to the other that it desires to amend or terminate this Agreement.

IN WITNESS WHEREOF, the Company and the Union have hereunto caused this Agreement to be signed.

LOCAL UNION NO. 371 CHART-
ERED BY THE UNITED FOOD AND
COMMERCIAL WORKERS INTER-
NATIONAL UNION, AFL - CIO

Very truly yours,

FIRST NATIONAL SUPERMARKETS, INC.

Martin J. Quinn
Vice President
Industrial Relations

By 
Robert A. Petronella, President

First National Supermarkets, Inc.

NASDAQ SYMBOL: FOOD

FINAST NEW YORK DIVISION
190 SYLVAN AVENUE, ENGLEWOOD CLIFFS, NEW JERSEY 07632 - (201) 871-4324

August 22, 1979

Mr. Robert A. Petronella, President
Local 371 A.M.C.
877 Post Road East
Westport, CT 06880

Dear Mr. Petronella:

In recent contract negotiations, it was agreed that the following items would be covered in a letter agreement as the understandings in the areas indicated:

1. The Company shall have the right to have leased departments in the non-foods area.
2. In new stores, remodels, etc., the manager of any "new department" shall be non-union. Such departments are, but not limited to, Drug, Bakery, Boutique, Liquor, Luncheonette, etc.

In some of the existing departments listed above where the present employee acting as the manager are union members, such individuals shall be allowed to continue as union members. However, in the event these employees are transferred, promoted, quit, etc., they may be replaced by a non-union manager.

3. The classifications of Assistant Head Clerk and Assistant Head Produce Clerk are eliminated, effective 3/26/74. Employees in those classifications will be reclassified to Full Time Clerks and will carry a personal rate.

It is understood that since these employees are now in the Clerk classification, they will not have any of the former responsibilities that were associated with their titled position.

4. Four (4) Hour Call-In

The Company agrees to advise its operations people and confirm with the Union regarding the application of the Connecticut Labor Law - Section 31-62-D2.

An employee who, by request or permission of the Employer, reports for duty on any day shall be compensated for a minimum of four (4) hours' earnings at their regular rate. Instances of regularly scheduled employees of less than four (4) hours by mutual agreement, in writing, between the Employer and the Employee, and approved by the Labor Department, shall be waived.



5. Seniority Between Divisions

Company service shall apply to the total Local 371 Unit, regardless of which Local 371 stores are assigned to "which" divisions.

6. It is agreed that the Company shall deduct from the employee's salary a deduction for C.O.P.E., which deduction shall be remitted to the Union.

It is understood that this deduction shall occur not more than once a year, and shall require the employee to sign an authorization card for such deduction.

7. Perishable Trainees

The Company shall have the right to have trainees in the perishable departments (Meat Deli, Produce). These employees shall be members of the bargaining unit; however, they are not restricted to any scheduling provisions of this contract. The training period shall not exceed one hundred and twenty (120) days, and the number of such trainees shall be limited to ten (10) within the Local at any time. A trainee who fails to complete his program will be allowed to return to his former classification.

Trainees shall receive all contract benefits provided their classification. Produce and Deli trainees shall receive a rate of pay as is usually provided in the contract for Full Time and/or Temporary Full Time employees. Meat Department trainees shall be paid as Apprentice Meat Cutters.

Before hiring someone/anyone as a trainee, the Company will first give consideration to present employees who are interested and qualified.

8. The Agreement reached between the Former Local 33 and First National Supermarkets, Inc., the details of which are covered in a letter, dated November 1, 1976, from Richard A. Burke to Stanley E. Dominick, shall continue in effect for the life of this Agreement. The body of the letter is quoted below:

"As a result of our recent concluded Labor negotiations, it has been agreed that should the Company decide to open a warehouse-type store within the jurisdiction of Local 33, the following conditions would prevail:

1. The Company would make the determination as to which classifications were needed on a location-by-location basis.
2. Acceptance by selected employees would be on a voluntary basis.
3. Selected employees must be available for multi-nights.

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Once the above positions have been staffed and the remaining conditions met, all other terms and conditions of the Labor Agreement shall be in effect."

9. Local 33 - It has been agreed that the contract with Local 33 (now merged with Local 371), which expires on September 8, 1979, shall be included into the Local 371 contract with the following areas of clarification:

1. Wherever in the Local 371 contract (such as in the sick leave clause) the reference to the freezing of sick time, where the March date is used because it was the Anniversary Date of the Local 371 Agreement, a September date shall apply for the former members of Local 33.

This principle of the September Anniversary for former Local 33 members versus the March Anniversary for Local 371 shall apply throughout the contract.

2. The Holiday clause of the former Local 33 Agreement shall apply to the former Local 33 members through the expiration of this new Agreement (March 7, 1982). There shall be added to that clause an additional Personal Day, effective January 1, 1982.
3. The Full Time General Increases granted to Local 33 members shall apply to the Local 33 members on the effective dates of the Local 33 contract, namely September 1979, September 1980, and September 1981. The progressions shall be the same, with the exception of the Part Time progression, which is listed separately.
10. Elimination of Title of "Breakdown Cutter" - The classification of Breakdown Cutter has been eliminated from the Agreement, and the attached listing includes all of the people who shall be considered as entitled to the three dollar (\$3.00) premium, which formerly applied to Breakdown Cutter. If any of the employees on the attached listing are reduced in classification, they cannot be reduced below the Journeyman rate, plus three dollars (\$3.00). This listing shall be the final list agreed between the Company and the Union (including former Local 33).

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OCTOBER 29, 1979

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

O.M.B. No. 44-R0003
App. exp. March 31, 1980

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SECRETARY-TREASURER
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA
877 POST ROAD EAST
WESTPORT , CT. 06880

PREVIOUS AGREEMENT EXPIRED
MARCH 04, 1979

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s):

FIRST NATL STORES INC LU 371

WITH MEAT CUTTERS
CONNECTICUT

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood
JANET L. NORWOOD
Acting Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 2718
2. Number and location of establishments covered by agreement Connecticut & Western Mass. 55 stores
3. Product, service, or type of business Retail Food Stores
4. If your agreement has been extended, indicate new expiration date MARCH 7, 1982

John Kline Secretary-Treasurer 203-226-4751
Your Name and Position Area Code/Telephone Number
877 Post Road East P.O. Box 470 Westport CT. 06880
Address City/State/ZIP Code